

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA**

Fill in this information to identify your case:			
Debtor 1	Kenneth Augustus Daniel		
	First Name                      Middle Name                      Last Name		
Debtor 2 (Spouse, if filing)			
	First Name                      Middle Name                      Last Name		
Case Number (If known)	20-10774-SDB		

☐ Check if this is an amended plan.

**CHAPTER 13 PLAN AND MOTION**

[Pursuant to Fed. R. Bankr. P. 3015.1, the Southern District of Georgia General Order 2017-3 adopts this form in lieu of the Official Form 113].

**1. Notices. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as not being contained in the plan or if neither or both boxes are checked, the provision will be ineffective if set out in the plan.**

- (a) This plan:     ☒ contains nonstandard provisions. See paragraph 15 below.  
                          ☐ does not contain nonstandard provisions.
- (b) This plan:     ☒ values the claim(s) that secures collateral. See paragraph 4(f) below.  
                          ☐ does not value claim(s) that secures collateral.
- (c) This plan:     ☒ seeks to avoid a lien or security interest. See paragraph 8 below.  
                          ☐ does not seek to avoid a lien or security interest.

**2. Plan Payments.**

- (a) The Debtor(s) shall pay to the Chapter 13 Trustee (the "Trustee") the sum of \$ 4,500.00 per month for the applicable commitment period of:

☐ 60 months; or

☒ a minimum of 36 months. See 11 U.S.C. § 1325(b)(4).

(If applicable include the following: These plan payments will change to \$\_\_\_\_\_ monthly on \_\_\_\_\_, 20\_\_\_\_.)

- (b) The payments under paragraph 2(a) shall be paid:

☐ Pursuant to a Notice to Commence Wage Withholding, the Debtor(s) request(s) that the Trustee serve such Notice(s) upon the Debtor's(s') employer(s) as soon as practicable after the filing of this plan. Such Notice(s) shall direct the Debtor's(s') employer(s) to withhold and remit to the Trustee a dollar amount that corresponds to the following percentages of the monthly plan payment:

☐ Debtor 1 \_\_\_\_\_%     ☐ Debtor 2 \_\_\_\_\_%

☒ Direct to the Trustee for the following reason(s):

☒ The Debtor(s) receive(s) income solely from self-employment, Social Security, government assistance, or retirement.

☐ The Debtor(s) assert(s) that wage withholding is not feasible for the following reason(s):

(c) Additional Payments of \$\_\_\_\_\_ (estimated amount) will be made on \_\_\_\_\_ (anticipated date)

from \_\_\_\_\_ (source, including income tax refunds).

**3. Long-Term Debt Payments.**

- (a) **Maintenance of Current Installment Payments.** The Debtor(s) will make monthly payments in the manner specified as follows on the following long-term debts pursuant to 11 U.S.C. § 1322(b)(5). These postpetition payments will be disbursed by either the Trustee or directly by the Debtor(s), as specified below. Postpetition payments are to be applied to postpetition amounts owed for principal, interest, authorized postpetition late charges and escrow, if applicable. Conduit payments that are to be made by the Trustee which become due after the filing of the petition but before the month of the first payment designated here will be added to the prepetition arrearage claim.

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>PRINCIPAL RESIDENCE (Y/N)</u>	<u>PAYMENTS TO BE MADE BY (TRUSTEE OR DEBTOR(S))</u>	<u>MONTH OF FIRST POSTPETITION PAYMENT TO CREDITOR</u>	<u>INITIAL MONTHLY PAYMENT</u>
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- (b) **Cure of Arrearage on Long-Term Debt.** Pursuant to 11 U.S.C. § 1322(b)(5), prepetition arrearage claims will be paid in full through disbursements by the Trustee, with interest (if any) at the rate stated below. Prepetition arrearage payments are to be applied to prepetition amounts owed as evidenced by the allowed claim.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>PRINCIPAL RESIDENCE (Y/N)</u>	<u>ESTIMATED AMOUNT OF ARREARAGE</u>	<u>INTEREST RATE ON ARREARAGE (if applicable)</u>
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**4. Treatment of Claims.** From the payments received, the Trustee shall make disbursements as follows unless designated otherwise:

- (a) **Trustee's Fees.** The Trustee percentage fee as set by the United States Trustee.
- (b) **Attorney's Fees.** Attorney's fees allowed pursuant to 11 U.S.C. § 507(a)(2) of \$4,310.00.
- (c) **Priority Claims.** Other 11 U.S.C. § 507 claims, unless provided for otherwise in the plan will be paid in full over the life of the plan as funds become available in the order specified by law.
- (d) **Fully Secured Allowed Claims.** All allowed claims that are fully secured shall be paid through the plan as set forth below.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>ESTIMATED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
BB&T	Ford F350	\$40,672.00	5%	Min. of \$768.00
BBVA USA	Ford F350	\$38,639.00	5%	Min. of \$730.00
First State Bank	2005 Chevrolet C4500, 2006 Ford F350, 2009 Cedar Creek Forrest, Gravely 460 Pro Turn Mower with 31 HP Kawasaki Engine, Gravely 472 Pro Turn Mower with 35 HP Kawasaki Engine, 1998 New Holland 4630 Tractor & 2018 RCR1884 Rotary Mower	\$36,920.00	5%	Min. of \$697.00

Queensborough National Bank and Trust Company	ASV PT100 Skidsteer and Bucket, Bradco Extreme Ground Shark, Stout Grapple, 24' Tilt Trailer, 2004 Kubota Tractor, and Polaris Ranger	\$21,501.00	5%	Min. of \$406.00
Queensborough National Bank and Trust Company	ASV PT100 Skidsteer and Bucket, Bradco Extreme Ground Shark, Stout Grapple, 24' Tilt Trailer, 2004 Kubota Tractor, and Polaris Ranger	\$3,574.00	5%	Min. of \$70.00
Georgia Department of Revenue	Real/Personal Property (State Tax Execution)	\$4,163.00	5%	Min. of \$75.00
Kawasaki/SYNCB	Kawasaki Dirt Bike	\$1,518.00	5%	Min. of \$29.00
Wells Fargo Dealer Services	Ford Explorer	\$23,516.00	5%	Min. of \$431.00
Wrens Finance Company	Ford F350	\$2,625.00	5%	Min. of \$50.00

- (e) **Secured Claims Excluded from 11 U.S.C. § 506** (those claims subject to the hanging paragraph of 11 U.S.C. § 1325(a)). The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor(s), or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below:

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>ESTIMATED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
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- (f) **Valuation of Secured Claims to Which 11 U.S.C. § 506 is Applicable.** The Debtor(s) move(s) to value the claims partially secured by collateral pursuant to 11 U.S.C. § 506 and provide payment in satisfaction of those claims as set forth below. The unsecured portion of any bifurcated claims set forth below will be paid pursuant to paragraph 4(h) below. The plan shall be served on all affected creditors in compliance with Fed. R. Bankr. P. 3012(b), and the Debtor(s) shall attach a certificate of service.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>VALUATION OF SECURED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
1st Franklin Financial Corporation (all claims)	Personal Property	\$ - 0 -	0%	\$ - 0 -

- (g) **Special Treatment of Unsecured Claims.** The following unsecured allowed claims are classified to be paid at 100% ☐ with interest at \_\_\_\_\_ % per annum or ☐ without interest:

- (h) **General Unsecured Claims.** Allowed general unsecured claims, including the unsecured portion of any bifurcated claims provided for in paragraph 4(f) or paragraph 9 of this plan, will be paid a 100 % dividend or a pro rata share of \$ 100.00, whichever is greater.

**5. Executory Contracts.****(a) Maintenance of Current Installment Payments or Rejection of Executory Contract(s) and/or Unexpired Lease(s).**

<u>CREDITOR</u>	<u>DESCRIPTION OF PROPERTY/SERVICES AND CONTRACT</u>	<u>ASSUMED/ REJECTED</u>	<u>MONTHLY PAYMENT</u>	<u>DISBURSED BY TRUSTEE OR DEBTOR(S)</u>
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**(b) Treatment of Arrearages.** Prepetition arrearage claims will be paid in full through disbursements by the Trustee.

<u>CREDITOR</u>	<u>ESTIMATED ARREARAGE</u>
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**6. Adequate Protection Payments.** The Debtor(s) will make pre-confirmation lease and adequate protection payments pursuant to 11 U.S.C. § 1326(a)(1) on allowed claims of the following creditors: ☐ Direct to the Creditor; or ☒ To the Trustee.

<u>CREDITOR</u>	<u>ADEQUATE PROTECTION OR LEASE PAYMENT AMOUNT</u>
BB&T	\$407.00
BBVA USA	\$387.00
First State Bank	\$370.00
Wrens Finance Company	\$26.00
Kawasaki/Synchrony Bank	\$15.00
Queensborough National Bank and Trust Company (smaller claim)	\$36.00
Queensborough National Bank and Trust Company (larger claim)	\$215.00
Wells Fargo Dealer Services	\$229.00

**7. Domestic Support Obligations.** The Debtor(s) will pay all postpetition domestic support obligations direct to the holder of such claim identified here. See 11 U.S.C. § 101(14A). The Trustee will provide the statutory notice of 11 U.S.C. § 1302(d) to the following claimant(s):

<u>CLAIMANT</u>	<u>ADDRESS</u>
-----------------	----------------



8. **Lien Avoidance.** Pursuant to 11 U.S.C. § 522(f), the Debtor(s) move(s) to avoid the lien(s) or security interest(s) of the following creditor(s), upon confirmation but subject to 11 U.S.C. § 349, with respect to the property described below. The plan shall be served on all affected creditor(s) in compliance with Fed. R. Bankr. P. 4003(d), and the Debtor(s) shall attach a certificate of service.

<u>CREDITOR</u>	<u>LIEN IDENTIFICATION (if known)</u>	<u>PROPERTY</u>
1st Franklin Financial Corporation		Household Goods

9. **Surrender of Collateral.** The following collateral is surrendered to the creditor to satisfy the secured claim to the extent shown below upon confirmation of the plan. The Debtor(s) request(s) that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed deficiency balance resulting from a creditor's disposition of the collateral will be treated as an unsecured claim in paragraph 4(h) of this plan if the creditor amends its previously-filed, timely claim within 180 days from entry of the order confirming this plan or by such additional time as the creditor may be granted upon motion filed within that 180-day period.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>AMOUNT OF CLAIM SATISFIED</u>
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10. **Retention of Liens.** Holders of allowed secured claims shall retain the liens securing said claims to the full extent provided by 11 U.S.C § 1325(a)(5).
11. **Amounts of Claims and Claim Objections.** The amount, and secured or unsecured status, of claims disclosed in this plan are based upon the best estimate and belief of the Debtor(s). An allowed proof of claim will supersede those estimated claims. In accordance with the Bankruptcy Code and Federal Rules of Bankruptcy Procedure, objections to claims may be filed before or after confirmation.
12. **Payment Increases.** The Debtor(s) will increase payments in the amount necessary to fund allowed claims as this plan proposes, after notice from the Trustee and a hearing if necessary, unless a plan modification is approved.
13. **Federal Rule of Bankruptcy Procedure 3002.1.** The Trustee shall not pay any fees, expenses, or charges disclosed by a creditor pursuant to Fed. R. Bankr. P. 3002.1(c) unless the Debtor's(s') plan is modified after the filing of the notice to provide for payment of such fees, expenses, or charges.
14. **Service of Plan.** Pursuant to Fed. R. Bankr. P. 3015(d) and General Order 2017-3, the Debtor(s) shall serve the Chapter 13 plan on the Trustee and all creditors when the plan is filed with the court, and file a certificate of service accordingly. If the Debtor(s) seek(s) to limit the amount of a secured claim based on valuation of collateral (paragraph 4(f) above), seek(s) to avoid a security interest or lien (paragraph 8 above), or seek(s) to initiate a contested matter, the Debtor(s) must serve the plan on the affected creditors pursuant to Fed. R. Bankr. P. 7004. See Fed. R. Bankr. P. 3012(b), 4003(d), and 9014.
15. **Nonstandard Provisions.** Under Fed. R. Bankr. P. 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise in this local plan form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.

a) UPON GRANT OF DISCHARGE IN THIS CASE, ALL SECURED CREDITORS BEING PAID THROUGH THE PLAN SHALL PROMPTLY RELEASE ALL COLLATERAL HELD AS SECURITY ON

LOANS, AND SHALL PROMPTLY RELEASE AND/OR SATISFY ALL SECURITY DEEDS, SECURITY AGREEMENTS, UCC FILINGS, JUDGMENT LIENS, TITLES, AND/OR ANY OTHER LIEN CLAIM OF ANY KIND AGAINST PROPERTY OF THE DEBTOR. THIS PARAGRAPH SHALL IN NO WAY APPLY TO MORTGAGES AND/OR OTHER SECURED DEBTS THAT ARE NOT PAID THROUGH THE CHAPTER 13 PLAN.

b) ALL PAYMENTS MADE BY THE CHAPTER 13 TRUSTEE TO THE INTERNAL REVENUE SERVICE AND/OR GEORGIA DEPARTMENT OF REVENUE, IF ANY, SHALL BE APPLIED FIRST TO THE PRE-PETITION PRINCIPAL OBLIGATION.

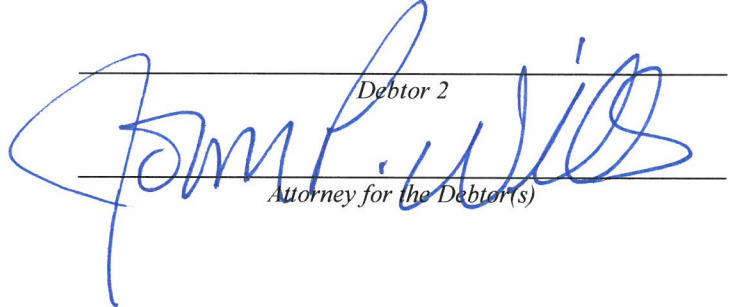
By signing below, I certify the foregoing plan contains no nonstandard provisions other than those set out in paragraph 15.

Dated:

9/8/2020

A handwritten signature in blue ink, appearing to be "K. P. K.", written over a horizontal line.

Debtor 1

A large, stylized handwritten signature in blue ink, appearing to be "Tom P. Williams", written over a horizontal line.

Debtor 2

Attorney for the Debtor(s)

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the within and foregoing CHAPTER 13 PLAN AND MOTION upon the following parties via CM/ECF electronic mail:

Huon Le  
[VIA ECF]

Office of the U. S. Trustee  
[VIA ECF]

Nathan Edward Huff  
[VIA ECF]

I hereby certify that I have served a copy of the within and foregoing CHAPTER 13 PLAN AND MOTION by First Class Mail, placing same in the United States Mail with proper postage affixed thereon, to the following addresses:

SEE ATTACHED EXHIBIT "A"

I hereby certify that I have served a copy of the within and foregoing CHAPTER 13 PLAN AND MOTION on the following corporations, addressed to an Agent or Officer, by First Class Mail, placing same in the United States Mail with proper postage affixed thereon, to the following addresses:

1<sup>st</sup> Franklin Financial Corporation  
Attn: Officer or Agent  
P.O. Box 1409  
Thomson, GA 30824-1409  
(as shown on Exhibit "A")

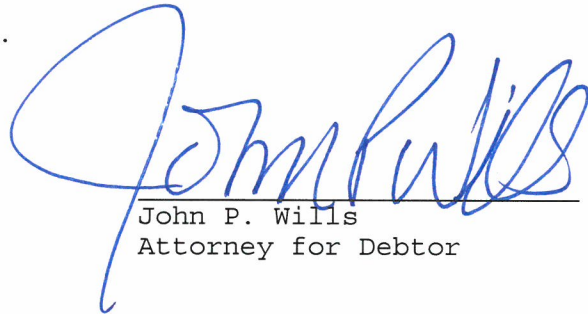
1<sup>st</sup> Franklin Financial Corporation  
Attn: Ben Cheek, III, Registered Agent  
135 East Tugalo Street  
Toccoa, GA 30577

1<sup>st</sup> Franklin Financial Corporation  
Attn: Officer or Agent  
P.O. Box 880  
Toccoa, GA 30577-0880

I hereby certify that I have served a copy of the within and foregoing CHAPTER 13 PLAN MOTION on the following insured depository institutions, addressed to an Officer of the institution, by Certified Mail with proper postage affixed thereon, to the following addresses:

N/A

This 23<sup>rd</sup> day of September, 2020.

A handwritten signature in blue ink, appearing to read "John P. Wills", is written over a horizontal line.

John P. Wills  
Attorney for Debtor

WILLS LAW FIRM, LLC  
P.O. Box 1620  
Thomson, GA 30824  
706-595-8100



Label Matrix for local noticing  
113J-1  
Case 20-10774-SDB  
Southern District of Georgia  
Augusta  
Tue Sep 22 19:57:07 EDT 2020

(p)BB AND T  
PO BOX 1847  
WILSON NC 27894-1847

1ST FRANKLIN FINANCIAL CORPORATION  
ATTN: OFFICER OR AGENT  
P.O. BOX 1409  
THOMSON GA 30824-1409

BEVA USA  
15 20TH STREET S.  
BIRMINGHAM AL 35233-2000

(p)1ST FRANKLIN FINANCIAL CORPORATION  
PO BOX 880  
TOCCOA GA 30577-0880

BEVA USA  
701 32RD STREET S.  
BIRMINGHAM AL 35233-3515

Kenneth Augustus Daniel  
P.O. Box 293  
Gibson, GA 30810-0293

(p)FIRST STATE BANK  
ATTN ANGIE ADAMS  
PO BOX 555  
WRENS GA 30833-0555

(p)GEORGIA DEPARTMENT OF REVENUE  
COMPLIANCE DIVISION  
ARCS BANKRUPTCY  
1800 CENTURY BLVD NE SUITE 9100  
ATLANTA GA 30345-3202

GLORIA FAYE PATE  
P.O. BOX 293  
GIBSON GA 30810-0293

Nathan Edward Huff  
Cleary, West & Hawkins, LLP  
1223 George C. Wilson Drive  
Augusta, GA 30909-4502

(via CM/ECF)

INTERNAL REVENUE SERVICE  
P.O. BOX 7346  
PHILADELPHIA PA 19101-7346

John P. Wills  
Wills Law Firm, LLC  
318 Jackson Street  
P.O. Box 1880  
Thomson, GA 30824-5620

KAWASAKI/SYNCE  
P.O. BOX 6153  
RAPID CITY SD 57709-6153

LEFKOFF, RUBIN, GLEASON & RUSSO, P.C.  
5555 GLENRIDGE CONNECTOR  
SUITE 900  
ATLANTA GA 30342-4762

Huen Le  
P.O. Box 2127  
Augusta, GA 30903-2127

(via CM/ECF)

Nathan Huff  
1223 George C. Wilson Dr.  
Augusta, GA 30909-4502

(via CM/ECF)

Office of the U. S. Trustee  
Johnson Square Business Center  
2 East Bryan Street, Ste 725  
Savannah, GA 31401-2638

(via CM/ECF)

QUEENSBOROUGH NATIONAL BANK & TRUST  
ATTN: KATHY COBB  
P.O. BOX 467  
LOUISVILLE GA 30434-0467

SYNCHRONY BANK  
ATTN: BANKRUPTCY DEPARTMENT  
P.O. BOX 965060  
ORLANDO FL 32896-5060

Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

Synchrony Bank c/o PRA Receivables Management  
PO Box 41021  
Norfolk, VA 23541-1021

THE HOME DEPOT  
P.O. BOX 790393  
SAINT LOUIS MO 63179-0393

THE HOME DEPOT/CBNA  
P.O. BOX 6497  
SIOUX FALLS SD 57117-6497

United States Attorney  
P.O. Box 2017  
Augusta GA 30903-2017

WELLS FARGO  
P.O. BOX 14517  
DES MOINES IA 50306-3517

WELLS FARGO DEALER SERVICES  
ATTN: CORRESPONDENCE  
P.O. BOX 168048  
IRVING TX 75016-8048

WELLS FARGO DEALER SERVICES  
P.O. BOX 1697  
WINTERVILLE NC 28590-1697

WRENS FINANCE COMPANY  
217 BROAD STREET  
WRENS GA 30833-1110

Wells Fargo Bank N.A., d/b/a Wells Fargo Aut  
PO Box 130000  
Raleigh, NC 27605-1000

EXHIBIT "A"

John P. Wills  
Wills Law Firm, LLC  
P O Box 5620  
Thomson, GA 30824-5620

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

1ST FRANKLIN FINANCIAL CORPORATION  
ATTN: BEN CHEEK, III, REGISTERED AGENT  
135 EAST TUGALO STREET  
TOCCOA GA 30577

BB&T  
P.O. BOX 1847  
WILSON NC 27894

FIRST STATE BANK  
P.O. BOX 555  
WRENS GA 30833

(d)First State Bank  
PO Box 555  
Wrens, GA 30833

GEORGIA DEPARTMENT OF REVENUE  
COMPLIANCE DIVISION; ARCS BANKRUPTCY  
1800 CENTURY BLVD, NE, SUITE 9100  
ATLANTA GA 30345-3202

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Kenneth Augustus Daniel  
P.O. Box 293  
Gibson GA 30810-0293

End of Label Matrix	
Mailable recipients	30
Bypassed recipients	1
Total	31